

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

IN THE MARION CIRCUIT COURT
AVC NO. 91 AVC 040

IN RE: NICK PALERMO,
 DIANE PALERMO,
 FRANK PALERMO,
 individually and
 doing business as
 Frank Palermo Auto,
 and
 TOM HARZ,
 individually and
 doing buisness as
 Three Rivers Auto
 Paint and Supply,
 Respondents.

FILED

CC MAY 31 1991

Faye L Mowery
CLERK

ASSURANCE OF VOLUNTARY COMPLIANCE

Comes now the State of Indiana, by Linley E. Pearson, Attorney General of Indiana, and Steven A. Taterka, Deputy Attorney General, and the Respondents, Nick Palermo, Diane Palermo, Frank Palermo, individually and doing business as Frank Palermo Auto, and Tom Harz, individually and doing business as Three Rivers Auto Paint and Supply, and pursuant to IC 24-5-0.5-7(a) hereby enter into an Assurance of Voluntary Compliance (Assurance).

It is acknowledged that violation of this Assurance constitutes prima facie evidence of a deceptive act as defined by IC 24-5-0.5-3. This Assurance is entered into without any

adjudication of any issue of fact or law herein and upon consent of the parties thereto.

It is hereby agreed that:

1. Respondent, Nick Palermo, is an individual having his principal residence in Allen County at 1811 Forest Park Boulevard, Fort Wayne, Indiana 46805.

2. Respondent, Diane Palermo, is an individual having her principle residence in Allen County at 5527 Lionel Drive, Fort Wayne, Indiana 46815.

3. Respondent, Frank Palermo, is an individual doing business as Frank Palermo Auto having his principle place of business in Allen County at 3711 North Wells, Fort Wayne, Indiana 46808.

4. Respondent, Tom Harz, is an individual doing business as Three Rivers Auto Paint and Supply having his principle place of business in Allen County at 3814 North Wells, Fort Wayne, Indiana 46808.

5. Respondents acknowledge and admit responsibility and liability for acts, practices and methods employed by themselves, their employees, agents and representatives acting within the course and scope of their employment.

6. Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of Attorney General to investigate matters hereinafter described, pursuant to the authority of IC 4-6-9-4, IC 9-1-3.6-17 and IC 24-5-0.5-7.

7. Respondents, in soliciting and/or contracting with consumers, agree to refrain and shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics and/or benefits relating to the subject of consumer transactions unless Respondents actually intend to provide and, in fact, provide the subject of consumer transactions as represented.

8. Respondents, in soliciting and/or contracting with consumers, agree to refrain and shall not make, cause to be made or permit to be made, expressly or by implication, any representation, orally or in writing, that they have sponsorship, approval, or affiliation in consumer transactions that they do not have, and which they know or should reasonably know they do not have. In compliance with this paragraph, Respondents agree to disclose, verbally, in advertising and in written purchase orders, that any vehicles available for sale are being sold on behalf of a dealer if, in fact, such vehicles were procured by, or on behalf of, either dealer Respondent.

9. Respondents, in soliciting and/or contracting with consumers, agree to refrain and shall not make, cause to be made or permit to be made, expressly or by implication, any representation, orally or in writing, that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if Respondents know or should reasonably know that it is not.

10. Respondents, in selling, exchanging or transferring a rebuilt vehicle, agree to disclose in writing to the purchaser, customer, or transferee, the fact that the vehicle is a rebuilt vehicle, if the Respondents know or should reasonably know that the vehicle is a rebuilt vehicle, as required by IC 9-1-3.6-15.

11. Respondents agree to provide restitution in the sum of Two Thousand Five Hundred dollars (\$2,500.00), to Allan R. Knerr, 6507 Sedgemore Place, Fort Wayne, Indiana 46835. Such sum is to be paid through the Office of Attorney General upon execution of this Assurance.

12. Respondents agree to reimburse the Office of Attorney General for its costs of investigation in the amount of Eight Hundred Fifty and 00/100 Dollars (\$850.00), payable upon execution of this Assurance.

13. Respondents agree and consent that they will not make any representations whatsoever which would lead a reasonable person to believe that the Indiana Attorney General or any member of his staff is of the opinion that the activities and operations of the Respondents are in accordance with the laws and rules of this state or that said officials approve of or endorse such activities and operations.

14. Pursuant to IC 24-5-0.5-7, this Assurance is to be filed with a court having jurisdiction. The parties agree to filing in the Marion Circuit Court. Filing is to be performed by the Office of Attorney General.

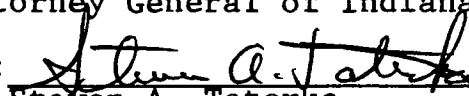
IN WITNESS THEREOF, Nick Palermo, Diane Palermo, Frank Palermo, individually and doing business as Frank Palermo Auto, and Tom Harz, individually and doing business as Three Rivers Auto Paint and Supply, have signed this document on behalf of themselves, their agents, employees, successors, representatives and assigns, all of whom agree to the faithful performance of this Assurance of Voluntary Compliance, and Steven A. Taterka, Deputy Attorney General, has signed this document on behalf of the State of Indiana.

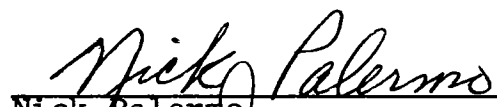
STATE OF INDIANA

RESPONDENTS


LINLEY E. PEARSON
Attorney General of Indiana

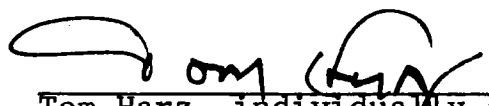
By:


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4011P

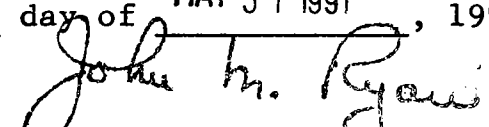

Nick Palermo


Diane Palermo


Frank Palermo, individually and
doing business as Frank Palermo
Auto


Tom Harz, individually and
doing business as Three Rivers
Auto Paint and Supply

ORDERED AND APPROVED this _____ day of MAY 31 1991, 1991.


Judge, Marion Circuit Court